

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Agreement with the Florida Conference Association of SDA

DEPARTMENT: Public Safety

DIVISION: EMS Fire Rescue

AUTHORIZED BY: Tad Stone

CONTACT: Leeanna Raw

EXT: 0

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Agreement with the Florida Conference Association of the Seventh-day Adventists for the purpose of utilizing their building at 640 Campus Loop, Apopka, Florida, for firefighter training.

District 3 Dick Van Der Weide

Leeanna Raw

BACKGROUND:

The structure at 640 Campus Loop, Apopka, is owned by the Florida Conference Association. It is a three-story dormitory structure slated for demolition. Prior to demolition they have offered the use of the structure to the Seminole County EMS/Fire/Rescue Division for the purpose of training firefighters, e.g., search and rescue, and hose-line deployment.

STAFF RECOMMENDATION:

Staff recommends approval and authorization for Chairman to execute Agreement with the Florida Conference Association of the Seventh-day Adventists for the purpose of utilizing their building at 640 Campus Loop, Apopka, Florida, for firefighter training.

ATTACHMENTS:

1. Agreement with Florida Conference SDA

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **Florida Conference Association of SDA**, hereinafter referred to as the “OWNER” and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the “COUNTY”.

W I T N E S S E T H:

WHEREAS, the COUNTY desires to further the training of its firefighters by conducting training exercises involving the use of appropriate structures; and

WHEREAS, the OWNER acknowledges the benefits of this type of training on its property for the enhancement of fire protection services; and

WHEREAS, the OWNER, has a structure slated for future demolition and has agreed to allow the County to conduct training in the structure located at 640 Campus Loop, Apopka, Seminole County, Florida, hereinafter referred to as the “Structure”.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Subject to weather conditions and school activities, the COUNTY proposes to conduct training in the Structure during the months of December through May (or until the structure is demolished).
2. The OWNER agrees to indemnify the COUNTY from any liability arising out of damage that may occur to the Structure.
3. Subject to the limitations and allowances of Florida law pertaining to governmental agencies and subdivisions, the COUNTY agrees to hold harmless, defend, and indemnify the OWNER and its affiliates, officers, directors, shareholders, employees, attorneys, and agents from and against any and all claims, demands, actions, liabilities, causes of action, injuries, lawsuits, settlements, judgments, costs and expenses arising out of the training in the Structure by the COUNTY or any of its employees or agents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Witness

By: Florida Conference Association of SDA

Witness

By: _____
Glen Carter, Vice-President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
Of Seminole County only.

Approved as to form and
Legal sufficiency.

As authorized for execution
By the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney